

Terms of Use

Updated April 08, 2019

These Terms of Use (this “Agreement”) sets forth the terms and conditions that apply to your access and use of the website located at phrHero.com (the “Site”), and the information, tools, software, features and functionality, including content, updates and new releases, located on the Site (collectively, the “Service”), as owned and operated by Mission Health Labs Inc, a Delaware corporation dba phrHero (“phrHero”).

1. Accepting the Terms

By visiting the Site or using the Service, you agree to be bound by this Agreement and phrHero’s Privacy and Security Policy, which is incorporated into this Agreement, as each may be amended from time to time (see “Modifications” below), whether you are a “Visitor” (which means that you simply browse the Site) or you are a “Member” (which means that you have registered with the Service). The term “you” or “User” refers to a Visitor or a Member. The term “we” refers to phrHero. If you wish to become a Member and make use of the Service, you must read this Agreement and indicate your acceptance during the Registration process by clicking “I Agree.”

You may not use the Service and you may not accept this Agreement if you are not of a legal age to form a binding contract with phrHero.

If you accept this Agreement, you represent that you have the capacity to be bound by it, or if you are acting on behalf of a company or entity, that you have the authority to bind such entity. Before you continue, you should print or save a local copy of this Agreement for your records.

2. Privacy and your Personal Information

For information about phrHero’s data protection practices, please read phrHero’s Privacy and Security Policy . This policy explains how phrHero treats your personal information when you access the Site and/or use the Service. The Privacy and Security Policy may be updated from time to time at our discretion. Changes will be effective upon posting to the Site.

3. Description of the Service

The Service is a personal health information retrieval and management service that allows Members to consolidate certain health information (“Patient Information”) on the Site and through the Service and share that information with others (including family members, doctors and other third-party providers). The Service is provided to you by phrHero as an aid to assist you in organizing and managing your health information. It is not intended to provide medical advice.

If a Member requests that we share information with a family member, doctor, or other third-party provider, phrHero will contact such family member, doctor, or other third-party provider by e-mail with information on how to access your Patient Information. If a Member wishes to share Patient Information with a doctor or third-party provider that does not use e-mail, phrHero will contact the doctor or third-party provider by fax, mail or phone to share the Patient Information. phrHero will make best efforts to confirm receipt by phone but cannot guarantee that such family member, doctor, or other third-party provider will actually access or review the Patient Information.

4. Patient Information from Third-Party Sites and Third-Party Providers

With the Service, Members may direct phrHero to retrieve their own Patient Information maintained by third-party providers with which they have patient relationships and/or on third-party sites. Members may link directly to on-line accounts with third-party providers or fill out and sign Health Insurance Portability and Accountability Act release authorization forms (“HIPAA Forms”) and direct phrHero to send such forms to third-party providers with a record request cover sheet so that phrHero may receive such Patient Information in paper or electronic form and upload such Patient Information to your account.

phrHero may review the Patient Information received from third-party providers to normalize and label data for display, but phrHero is not responsible for any errors in the Patient Information resulting from such review process. phrHero makes no effort to review the Patient Information for any other purpose, including but not limited to accuracy, legality or non-infringement. phrHero is not responsible for any Patient Information provided by third-party providers or their patient portal sites.

By becoming a Member and linking to third-party provider accounts online or executing a HIPAA Form, you acknowledge that you are requesting phrHero to obtain your Patient

Information for your account and to communicate with third-party providers concerning your Patient Information.

You acknowledge that there may be delays in record request processing from third-party providers. phrHero may be unable to obtain some or all of your Patient Information and cannot guarantee or assume responsibility for the completeness, timeliness, accuracy, relevance, deletion or non-delivery of any Patient Information. phrHero is not responsible for the way in which data is displayed on the Site or through the Service. By way of example, if two third-party providers use different reference ranges for Patient Information, then phrHero may display both those data points on the same graph using the more commonly used reference range.

5. Your Registration Information

You agree and understand that you are responsible for maintaining the confidentiality of your password which, together with your Login ID, allows you to access the Service. That Login ID and password, together with any phone number or other contact information you provide, form your "Registration Information." You understand that phrHero takes no responsibility for and disclaims any and all liability or consequential damages arising from a breach of your Patient Information confidentiality resulting from sharing or losing your password. If you become aware of any unauthorized use of your Registration Information, you agree to notify phrHero immediately at the e-mail address - security@phrHero.com.

6. Your Use of the Service

Your right to access and use the Site and the Service is personal

to you and is not transferable by you to any other person or entity. You are only entitled to access and use the Site for lawful purposes.

Accurate information enables phrHero to provide the Service to you. You must provide true, accurate, current and complete information and may not misrepresent information (i) in your Registration Information, (ii) about your family members or third-party providers, (iii) about your Patient Information maintained by third-party providers and/or at third-party websites, (iv) on the HIPAA Form, and/or (v) in our "add Patient Portals" setup forms. In order for the Service to function effectively, you must also keep such information listed above up-to-date and accurate. If you do not do this, the accuracy and effectiveness of the Service will be affected. Even if you fill out and execute a HIPAA Form or provide accurate and updated

Registration Information and other information listed above in this paragraph, there is no guarantee that phrHero will be able to provide complete Patient Information to you, since the completeness of the retrieval process is dependent upon third-party providers and/or third-party websites.

Your access and use of the Site and the Service may be interrupted from time to time for any of several reasons, including, without limitation, unanticipated system failures, the malfunction of equipment, periodic updating, maintenance or repair of the Site or other actions beyond the control of phrHero or that phrHero, in its sole discretion, may elect to take. phrHero cannot always foresee or anticipate technical or other difficulties which may result in, and phrHero shall therefore not be responsible or liable for, any (i) failure to obtain Patient Information, (ii) loss of Patient Information or personalization settings or (iii) other service interruptions.

You agree that phrHero may

use your feedback, suggestions, or ideas in any way, including in future modifications of the Service, other products or services, advertising or marketing materials. You grant phrHero a perpetual, worldwide, fully transferable, sublicensable, irrevocable, fully paid-up, royalty free license to use the feedback, suggestions and ideas you provide to phrHero in any way. phrHero will not sell, publish or share your feedback in a way that could identify you without your explicit permission.

7. Telecommunication Services

Use of the Service may be available through a compatible mobile device, Internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications providers. phrHero MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (I) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICE AT ANY TIME OR FROM ANY LOCATION; (II) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (III) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICE.

8. E-mails and Phone Calls

By providing your e-mail address and phone number to phrHero you expressly authorize phrHero to contact you via email or phone from time to time regarding (i) completing the process for registering for an account, (ii) certain changes made to your phrHero account, such as a change in your Registration Information, (iii) updates to your Patient Information, (iv) questions related to retrieving your Patient Information, (v) customer service matters and/or (vi) to let you know of changes to the Service. E-mails will be sent to the e-mail address you have provided as your primary e-mail address for the Service. If your e-mail address or your phone number changes, you are responsible for informing phrHero of that change. E-mails to you may include your Login ID, general information about your account, and/or certain details regarding one of your doctor visits, including, but not limited to, (i) the name of a doctor, (ii) the specialty or practice name of a doctor, (iii) the name of the procedure conducted at such visit or the type of exam and/or (iv) appointment dates. Notices and other communications will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the e-mail or through a link to the appropriate page on our Site, accessible through any standard, commercially available internet browser.

9. Rights You Grant to Us With Respect to Retrieving Patient Information

By submitting a HIPAA form, information, data, passwords, usernames, other log-in information, materials and/or other content (collectively, the "Content") to phrHero through the Site and/or the Service, you are licensing that Content to phrHero for the purpose of providing the Service. phrHero may use and store the Content in order to provide the Service to you, provided that such use and storage will be in accordance with the Privacy and Security Policy. By submitting this Content to phrHero, you represent that you are entitled to submit it to phrHero for use for this purpose, without any obligation by phrHero to pay any fees or other limitations.

By using the Service, you expressly authorize phrHero to access your Patient Information maintained by identified third parties, on your behalf as your agent.

When you fill out and sign a HIPAA Form and submit it to phrHero, you authorize phrHero to send your HIPAA Form via fax, e-mail, or mail to the third-party provider(s) you have identified. When you use the "Add Online Health Accounts" feature of the Service, you will be

directly connected to the website for the third party provider you have identified, and phrHero will submit information (including usernames and passwords) that you provide to log you into such third-party sites. You hereby authorize and permit phrHero to use and store information submitted by you to the Service (such as HIPAA Forms, account passwords and usernames) to accomplish the foregoing, including submitting your HIPAA Form to third-party providers, and to configure the Service so that it is compatible with the third-party sites for which you submit login information. For purposes of providing the Patient Information to you as part of the Service, you grant phrHero a limited power of attorney, and appoint phrHero as your attorney-in-fact and agent, to access third-party sites and retrieve and use your information with the full power and authority to do and perform each thing necessary in connection with such activities. YOU ACKNOWLEDGE AND AGREE THAT WHEN PHRHERO IS REQUESTING PATIENT INFORMATION FROM THIRD-PARTY PROVIDERS OR ACCESSING AND RETRIEVING PATIENT INFORMATION FROM THIRD-PARTY SITES, PHRHERO IS ACTING AS YOUR AGENT, AND NOT AS THE AGENT OF OR ON BEHALF OF THE THIRD PARTY. You understand and agree that the Service is not sponsored or endorsed by any third parties accessible through the Service.

10. phrHero's Intellectual Property Rights

The Service and the contents of the Site, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are protected under both United States and other applicable copyright, trademark and other laws. Subject to your compliance with this Agreement, phrHero and its licensors provide you with a limited, non-exclusive, non-transferable, non-sublicensable license to access and make personal and non-commercial use of the Service and the Site. The Service and all content on the Site, remain the property of phrHero or its licensors and we do not transfer title to any portion of the Service to you. Any code or software code that phrHero creates, generates or displays in the Service is also protected and you may not copy or adapt such code.

11. Access and Interference

You agree that you will not:

- post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of the Site or the Service;

- attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of the Site or the Service;
- solicit login information, Login IDs or personal information of another person, or access an account, belonging to someone else;
- copy the Service or any part thereof;
- use the Service for any commercial purpose;
- use the Service for the purpose of gathering information to file a legal claim against a third-party;
- attempt to breach any security or authentication measures of the Site or the Service;
- avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by phrHero or any other third party to protect the Service or the Site;
- interfere or attempt to interfere with other Users' or Members' use of the Site or Services, respectively;
- defame, abuse, stalk, threaten, intimidate, harass or otherwise violate the legal rights of any User, Member or employee, staff or agent of phrHero;
- do anything that could disable, damage, tamper with, impair or otherwise cause interruptions to the proper working of the Service;
- use any robot, spider, scraper or other automated means to access, data-mine, data-crawl, scrap or index the Service in any manner;
- provide any false personal information in your account, create more than one account, transfer your account or create an account for anyone other than yourself;
- do anything that is illegal, infringing, fraudulent, malicious or could expose phrHero or Users or Members to harm or liability; or
- facilitate or encourage any violations of this Agreement.

12. Disclaimer of Representations and Warranties

THE CONTENT AND ALL SERVICES ON THE SITE OR PROVIDED THROUGH THE SERVICE ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. PHRHERO MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE PATIENT INFORMATION, CONTENT OR OPERATION OF THE SERVICE. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK.

PHRHERO MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, RELIABILITY OR

COMPLETENESS OF THE PATIENT INFORMATION, CONTENT ON THE SITE OR OF THE SERVICE, OR THE CONTENT OF ANY THIRD-PARTY SITES LINKED TO THE SERVICE, AND EXPRESSLY DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. PHRHERO MAKES NO REPRESENTATION, WARRANTY OR GUARANTEE THAT THE PATIENT INFORMATION OR CONTENT THAT MAY BE AVAILABLE THROUGH THE SERVICE IS FREE OF INFECTION FROM ANY VIRUSES OR OTHER CODE OR COMPUTER PROGRAMMING ROUTINES THAT CONTAIN CONTAMINATING OR DESTRUCTIVE PROPERTIES OR THAT ARE INTENDED TO DAMAGE, SURREPTITIOUSLY INTERCEPT OR EXPROPRIATE ANY SYSTEM, DATA OR PERSONAL INFORMATION, AND PHRHERO ASSUMES NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT, (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE, OR (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PATIENT INFORMATION STORED THEREIN.

13. Not Medical Advice

NEITHER PHRHERO NOR THE SERVICE IS INTENDED TO PROVIDE MEDICAL ADVICE. The Service is intended only to assist you in viewing and organizing your health information. Before making any health decisions, you should consult your doctor.

14. Limitations on phrHero's Liability

PHRHERO SHALL IN NO EVENT BE RESPONSIBLE OR LIABLE TO YOU OR TO ANY THIRD PARTY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, REVENUE OR BUSINESS, ARISING IN WHOLE OR IN PART FROM THE SITE, YOUR USE OF THE SERVICE OR THIS AGREEMENT, EVEN IF PHRHERO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, PHRHERO'S LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER AND REGARDLESS OF THE FORM OF THE ACTION, WILL AT ALL TIMES BE LIMITED TO \$500.00 (FIVE HUNDRED UNITED STATES DOLLARS).

15. Your Indemnification of phrHero

You shall defend, indemnify and hold harmless phrHero and its officers, directors, shareholders, agents and employees, from and against any and all claims, demands, losses, liabilities, costs and expenses, including but not limited to costs of investigation and attorneys' fees, in whole or in part arising out of or attributable to (i) any breach of this Agreement by you, (ii) your use or inability to use the Service, (iii) any Content submitted by you or (iv) your violation of applicable laws. phrHero reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to your indemnification. You will not, in any event, settle any claim or matter without the written consent of PH.

16. Ending your relationship with phrHero

This Agreement will continue to apply until terminated by either you or phrHero as set out below. If you want to terminate your legal agreement with phrHero, you may do so by closing your account for the Service.

phrHero may at any time, terminate its legal agreement with you:

1. if you have breached any provision of this Agreement (or have acted in a manner which clearly shows that you do not intend to, or are unable to comply with the provisions of this Agreement);
2. if phrHero in its sole discretion believes it is required to do so by law (for example, where the provision of the Service to you is, or becomes, unlawful); or
3. immediately upon notice, to the e-mail address provided by you as part of your Registration Information.

All sections which by their nature should survive the termination of this Agreement shall continue in full force and effect subsequent to and notwithstanding the termination of this Agreement.

17. Modifications

phrHero may modify this Agreement from time to time. Any and all changes to this Agreement will be posted on the Site. In addition, the Agreement will always indicate the date it was last revised. You are deemed to accept and agree to be bound by any changes to the Agreement when you use the Service after those changes are posted.

18. Governing Law and Dispute Resolution

This Agreement, and your relationship with phrHero under this Agreement, shall be governed by the laws of the State of California without regard to its conflict or choice of laws provisions. Jurisdiction for any dispute with phrHero, or its officers, directors, employees, agents or affiliates, arising under or in relation to this Agreement shall lie exclusively with the state or federal courts within the county of Santa Clara, California, except with respect to imminent harm requiring temporary or preliminary injunctive relief in which case phrHero may seek such relief in any court with jurisdiction over the parties.

Any dispute arising from or relating to the subject matter of this Agreement shall be finally settled by arbitration in San Jose, California, using the English language in accordance with the Arbitration Rules and Procedures of Judicial Arbitration and Mediation Services, Inc. ("JAMS") then in effect, by one commercial arbitrator with substantial experience in resolving intellectual property and commercial contract disputes, who shall be selected from the appropriate list of JAMS arbitrators in accordance with the Arbitration Rules and Procedures of JAMS. The prevailing party in any arbitration or other proceeding arising under this Agreement shall be entitled to receive reimbursement of its reasonable expenses (including reasonable attorneys' fees, expert witness fees and all other expenses) incurred in connection therewith. Judgment upon the award so rendered may be entered in a court having jurisdiction or application may be made to such court for judicial acceptance of any award and an order of enforcement, as the case may be. Notwithstanding the foregoing, each party shall have the right to institute an action in a court of proper jurisdiction for injunctive or other equitable relief pending a final decision by the arbitrator. You and phrHero agree that any cause of action arising out of or related to the Site or the Service or this Agreement must commence within one (1) year after the cause of action arose; otherwise, such cause of action is permanently barred. You understand that, in return for agreement to this provision, phrHero is able to offer the Service at the terms designated, and that your assent to this provision is an indispensable consideration to this Agreement.

19. Miscellaneous

phrHero makes no claims that the Service may be lawfully viewed, downloaded, or accessed outside of the United States. Access to the Service may not be legal by certain persons or in certain countries. If you access the Service you do so at your own risk and are responsible for compliance with the laws of your jurisdiction. When you access the Service outside of the United States, you acknowledge and agree that information you provide may be transferred to a jurisdiction other than your country of residence.

If any portion of this Agreement is deemed unlawful, void or unenforceable by any arbitrator or court of competent jurisdiction, this Agreement as a whole shall not be deemed unlawful, void or unenforceable, but only that portion of this Agreement that is unlawful, void or unenforceable shall be stricken from this Agreement.

You agree that if phrHero does not exercise or enforce any legal right or remedy which is contained in the Agreement (or which phrHero has the benefit of under any applicable law), this will not be taken to be a formal waiver of phrHero's rights and that those rights or remedies will still be available to phrHero.

This Agreement represents the entire understanding and agreement between you and phrHero regarding the subject matter of the same, and supersedes all other previous agreements.

You may not assign or transfer this Agreement, by operation of law or otherwise, without phrHero's prior written consent. Any attempt by you to assign or transfer this Agreement without such consent will be null and of no effect. phrHero may assign or transfer this Agreement, in its sole discretion, without restriction. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their successors and permitted assigns.

If there are any questions regarding phrHero or this Agreement, please contact phrHero at:

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